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9 Specially Appearing for Defendants VENETIAN
CASINO RESORT, LLC; LAS VEGAS SANDS, LLC,
10 and LAS VEGAS SANDS CORP.

11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14
15 JONATHAN BROWNING, INC., a California
corporation,

16 Plaintiff,

17 v.

18 VENETIAN CASINO RESORT, LLC, a Nevada
19 limited liability company; LAS VEGAS SANDS,
LLC, a Nevada limited liability company; LAS
20 VEGAS SANDS CORP., a Nevada corporation; and
DOES 1 through 100, inclusive,

21 Defendant.
22
23

Case No.: C 07-3983 JSW

**[PROPOSED] ORDER GRANTING
DEFENDANTS' MOTION TO
DISMISS**

Complaint Filed: August 2, 2007

Judge: Jeffrey S. White
Courtroom: 2, 17th floor

24 The Court, having made the following findings: (1) the Court lacks subject matter
25 jurisdiction under 12(b)(1) because the plaintiff failed to meet the jurisdictional prerequisite required
26 to institute an infringement action under 17 U.S.C. § 411; (2) the Court lacks personal jurisdiction
27 over defendant Venetian Casino Resort LLC; (3) the Court lacks personal jurisdiction over
28 defendant Las Vegas Sands LLC; (4) the Court lacks personal jurisdiction over defendant Las Vegas

1 Sands Corp.; (5) venue in the Northern District of California is improper under 28 U.S.C. § 1400 and
2 28 U.S.C. 1391; (6) the Complaint fails to state a claim against defendant Las Vegas Sands LLC; (7)
3 the Complaint fails to state a claim against defendant Las Vegas Sands Corp.; (8) the Complaint fails
4 to state a cognizable legal claim for breach of quasi-contract, implied-in-fact contract, or implied-in-
5 law contract; and (9) Plaintiff's state law claims for unjust enrichment, breach of implied-in-fact
6 contract, or breach of implied-in-law contract are preempted by the Copyright Act,

7 IT IS HEREBY ORDERED THAT,

8 1. Defendants Motion to Dismiss is GRANTED.

9 2. Plaintiff's First through Fifth Claims for Relief are hereby dismissed with leave to amend
10 to file in a court of proper jurisdiction and venue.

11 3. Plaintiff's Sixth through Eleventh Claims for Relief are hereby dismissed without leave to
12 amend as preempted under the Copyright Act.

13 **SO ORDERED.**

14
15 Dated: _____, 2007

By: _____

Hon. Jeffery S. White
District Court Judge, Northern District